



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

OBJECTION TO AN
APPURTENANT RIGHTS CLAIM

Form APRT-OBJ

For Official Use Only:

2012 SEP 19 PM 2:08

Instructions: Complete one (1) "Objection to an Appurtenant Rights Claim Form" (Form APRT-OBJ) for each Appurtenant rights claim to which you object.

- Any person or entity with a legal or material interest in the water may file written objections. Persons filing objections must serve copies of the written objection and all related documentation / evidence 1) on the applicant; and 2) on the Commission on Water Resource Management, P.O. Box 621, Honolulu, HI 96809.
- Appurtenant rights claimants will have an opportunity to submit a rebuttal to the written objections.
- For questions, contact the Commission's Stream Protection and Management Branch at (808) 587-0234.

A. OBJECTOR

NAME/COMPANY

Office of Hawaiian Affairs, Hui O Na Wai Eha and Maui Tomorrow

Contact Person

Pamela W. Bunn, Alston Hunt Floyd & Ing, for OHA; Isaac Moriwake, Earthjustice, for Hui O Na Wai Eha and Maui Tomorrow

Mailing Address

1001 Bishop Street, Ste. 1800, Honolulu, HI 96813 (Bunn); 223 S. King Street, 4th Floor, Honolulu, HI 96813 (Moriwake)

Phone

524-1800 (Bunn)

Fax

524-4591 (Bunn); 521-6841 (Moriwake)

E-mail Address

pbunn@ahfi.com; imoriwake@earthjustice.org

Explain your legal or material interest in objecting to this Appurtenant rights claim.

See attached.

B. APPLICANT (As listed in the Public Notice)

NAME/COMPANY

Waikapu Properties, LLC

Surface Water Use Permit Application No.

3472

Mailing Address

P.O. Box 1870, Manteca, CA 95336

Identify all Tax Map Keys (TMK) related to this objection:

(2) 3-6-06:036

C. REASON(S) FOR OBJECTION

Select all that apply below. The objector has the burden of proof on all objections.

☒ The parcel was not used as a residence or for cultivation at the time of the Mahele.

☒ The Appurtenant right to water has been reserved or extinguished.

☐ There are materially false statements or representations in the claimant's application for Appurtenant rights.

Summarize carefully your objection and how approval of this Application would adversely affect your legal interests (Use separate page if needed):

See attached.

Supporting documentation / evidence must be provided on separate sheets.

D. OBJECTOR SIGNATURE

☒ By checking this box (for electronic submissions) or signing below (for hardcopy submissions) indicates that the signatory understands and swears that the information provided is accurate and true to the best of their knowledge.

Print Name:

Pamela W. Bunn
Isaac Moriwake

Signature:

[Handwritten Signature]

Date:

19 September 2012

FILE ID:

SWUP.3472.6

DOC ID:

9977

Form APRT-OBJ 08/29/2012

ATTACHMENT TO OFFICE OF HAWAIIAN AFFAIRS' AND HUI O NĀ WAI
'EHĀ'S AND MAUI TOMORROW FOUNDATION, INC.'S OBJECTIONS TO
APPURTENANT RIGHTS CLAIMS OF WAIKAPU PROPERTIES, LLC (3472)
RE TMK NO. (2) 3-6-06:036

Explain your legal or material interest in objecting to this appurtenant rights claim.

Office of Hawaiian Affairs (“OHA”), Hui o Nā Wai ‘Ehā (“Hui”) and Maui Tomorrow Foundation, Inc. (“Maui Tomorrow”, and together with Hui, the “Community Groups”) are parties with legally established due process interests and standing in ongoing proceedings regarding the waters of Nā Wai ‘Ehā, Waihe‘e River and Waiehu, ‘Īao, & Waikapū Streams. OHA is statutorily and constitutionally mandated to protect the cultural and natural resources of Hawai‘i for its beneficiaries – native Hawaiians and Hawaiians. Haw. Rev. Stat. §§ 10-3(3), (5); Haw. Const. art. XI, § 1; Haw. Const. art. XII, § 2. The Hui is a community-based organization that was formed to protect and restore Nā Wai ‘Ehā’s water resources and the practices that depend on them, including traditional and customary Native Hawaiian practices. Maui Tomorrow, a community based-organization with over 1,000 supporters, is dedicated to protecting Maui’s natural and cultural resources, promoting principles of ecologically sound development, and preserving rural lifestyles on Maui.

OHA beneficiaries, and the Community Groups’ members and supporters, rely on, use, or seek to use surface water from the Nā Wai ‘Ehā surface water management areas and their nearshore marine waters for purposes including but not limited to fishing and gathering, agriculture, aquaculture, research, education, recreation, artistic activities, aesthetic enjoyment, spiritual observance, and traditional and customary Native Hawaiian practices. OHA beneficiaries and the Community Groups’ members and supporters own and reside on land along each of the streams within the Nā Wai ‘Ehā surface water management areas and hold appurtenant, traditional and customary, and public trust rights to Nā Wai ‘Ehā surface water. In sum, OHA and its beneficiaries and the Community Groups and their members and supporters have legally protected rights and interests in Nā Wai ‘Ehā surface water, which are legally and materially affected by and adverse with the claims of appurtenant rights at issue. At the Commission’s request, OHA and the Community Groups can provide further information regarding their rights and interests in this matter.

Summarize carefully your objection and how approval of this Application would adversely affect your legal interests.

The appurtenant rights claimed by Waikapu Properties, LLC (“WP”) with respect to its property designated as TMK parcel (2) 3-6-06:036 (the “Property”) have been reserved by the Grantor and thus extinguished. *See Reppun v. Board of Water Supply*, 65 Haw. 531, 552, 656 P.2d 57, 71 (1982) (holding that a deed that attempted to reserve appurtenant rights to the Grantor had the effect of extinguishing them). The Deed by and between Waikapu Farms, LLC, as “Grantor,” and Waikapū Properties, LLC, as “Grantee,” recorded on July 31, 2009 in the Bureau of Conveyances as Document No. 2009-117510 (attached as Exhibit “1”) is subject to “the terms and conditions contained in the Special Warranty Deed dated September 24, 2003[.]” *See* Exhibit “A” to Ex. 1 at 5. Said Special Warranty Deed, by and between Hawaii Land & Farming Company, Inc., as “Grantor,” and Waikapu Farms, as “Grantee,” recorded in the Bureau of Conveyances as Document No. 2003-268504 (attached as Exhibit “2”), expressly “EXCEPT[S] AND RESERV[ES] in favor of Grantor and its successors and assigns the following[:] all water and water rights within or appurtenant to the property[.]” Accordingly, those appurtenant rights have been extinguished.

OHA and the Community Groups note that, even if appurtenant rights had not been extinguished, as is the case with the other applications by the same claimant the documentation includes numerous apana that are not found within the Property. The claimant’s imprecision is particularly noteworthy in this instance because the Property is only 0.72 acres, yet the claimed appurtenant rights are based on a total of more than 500 acres, some of which have no evidence of water usage at the time of the Māhele. *See Peck v. Bailey*, 8 Haw. 658, 661 (1867) (absent “immemorial usage” of water, land grants “certainly could take nothing by having been a portion of the Ahupuaa”).

Approval of this application would adversely affect the rights and interests of OHA and its beneficiaries and the Community Groups and their members and supporters in Nā Wai ‘Ehā surface water because it would erroneously recognize priority claims of appurtenant rights to such water without legal and factual basis and contrary to established law, to the prejudice of the opposing rights and interests of OHA and its beneficiaries and the Community Groups and their members and supporters.



R-331

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUL 31, 2009 08:01 AM
Doc No(s) 2009-117510



/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$250.00

20 1/1 Z12

40

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation Return by Mail () Pickup () To:

WAIKAPU PROPERTIES, LLC
1132 NORMAN DRIVE
MANTECA CA 95336

TG: 200923532
TGE: A9-204-1639
MARY JO CABRAL

ARG ①
RMJ/mm

TOTAL NUMBER OF PAGES: 6

9-109TKA84.012/MS

T.M.K. No. (2) 3-6-006-036

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **WAIKAPU FARMS, LLC**, a Hawaii limited liability company, whose address is P.O. Box 791391, Paia, Maui, Hawaii 96779, hereafter the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by **WAIKAPU PROPERTIES, LLC**, a Hawaii limited liability company, whose address is 1132 Norman Drive, Manteca, California 95336, hereafter the "Grantee", receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey all of that certain property more fully described in Exhibit "A" hereto attached and incorporated herein by reference, including any fixtures, appliances, furniture and/or items of personal property itemized therein, unto the Grantee, as Tenant in Severalty, its successors and assigns, forever.

AND the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same together with all buildings, improvements, tenements, rights, easements, hereditaments, privileges and appurtenances thereunto belonging or appertaining, or held and enjoyed in connection therewith unto the Grantee according to the tenancy hereinabove set forth, absolutely and in fee simple, forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seised in fee simple of the described real and personal property and that the Grantor has good right to convey the same as aforesaid; that the property is free and clear of all encumbrances, except as may be described in Exhibit "A"; and that the Grantor will WARRANT AND DEFEND the same unto the Grantee, forever, against the lawful claims and demands of all persons, except as aforesaid.

It is understood and agreed that the term "property" shall be deemed to mean and include the property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

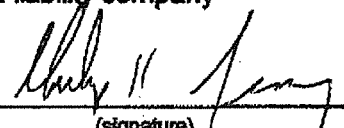
The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned have executed this instrument on

APPROVED AS TO FORM:


LAW OFFICES OF ING & JORGENSEN, LLP

WAIKAPU FARMS, LLC, a Hawaii
limited liability company

By 
(signature)
PHILIP KAI BINNEY
Its Member

By _____
(signature)

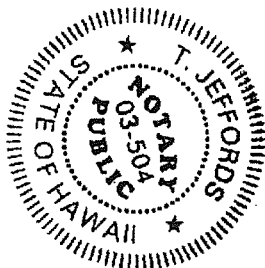
Its Member

STATE OF HAWAII

COUNTY OF MAUI

)
) SS.
)

This 6-page WARRANTY DEED dated July 27, 2009 was
subscribed and sworn to before me, T. JEFFORDS, on
July 27, 2009 in the Second Circuit of the State of Hawaii, by
PHILIP KAI BINNEY and _____, to me personally
known, who, being by me duly sworn, did say that they are the Members of WAIKAPU
FARMS, LLC, a Hawaii limited liability company, and that said instrument was signed in
behalf of said company, and the said Members acknowledged said instrument to be the
free act and deed of said company.




(notary's signature)
T. Jeffords
Expiration Date: September 7, 2011

(print/type name of notary)
Notary Public for said County and State

My commission expires:

JUL 27 2009

IN WITNESS WHEREOF, the undersigned have executed this instrument on

APPROVED AS TO FORM:

David E. Moore
LAW OFFICES OF ING & JORGENSEN, LLLP

WAIKAPU FARMS, LLC, a Hawaii
limited liability company

By *David E. Moore*
(signature)
David E. Moore
Its Member

By _____
(signature)

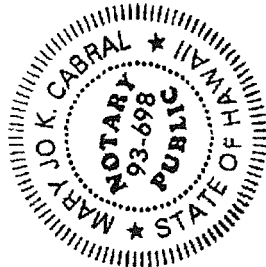
Its Member

STATE OF HAWAII

)
) SS.
)

COUNTY OF MAUI

This 6-page WARRANTY DEED dated JUL 27 2009 was
subscribed and sworn to before me, Mary Jo K. Cabral, on
JUL 27 2009 in the Second Circuit of the State of Hawaii, by
David E. Moore and _____, to me personally
known, who, being by me duly sworn, did say that they are the Members of WAIKAPU
FARMS, LLC, a Hawaii limited liability company, and that said instrument was signed in
behalf of said company, and the said Members acknowledged said instrument to be the
free act and deed of said company.



Mary Jo K. Cabral
(notary's signature)
Mary Jo K. Cabral
Expiration Date: December 9, 2009

(print/type name of notary)
Notary Public for said County and State

My commission expires:

EXHIBIT "A"

All of that certain parcel of land (being a portion of the land described in and covered by Royal Patent Grant Number 1704 to Opunui, Royal Patent Number 3150, Land Commission Award Number 5551, Apana 2 to Kekua (also known as Keakua), Royal Patent Number 3124, Land Commission Award Number 2609, Apanas 1 and 5 to Poepoe, Royal Patent Number 4014, Land Commission Award Number 5774, Apana 2 to Kaai, and Royal Patent Grant Number 1844, Apana 1 to Joseph Sylva) situate, lying and being at Waikapu, Island and County of Maui, State of Hawaii, and thus bounded and described:

Beginning at a found ½ inch pipe at the westerly corner of this parcel of land and along the easterly side of a dirt road, the coordinates of said point of beginning being south 10,043.21 feet and west 4,720.51 feet referred to Government Survey Triangulation Station "LUKE" and running by azimuths measured clockwise from true South (meridian of said "LUKE"); thence

- | | | | | |
|-----|------|---------|--------|---|
| 1. | 186° | 14' | 48.80 | feet along a dirt road to a found ½ inch pipe; thence, |
| 2. | 190° | 34' | 21.75 | feet along the same to a found "Nail" on trunk of a tree; thence, |
| 3. | 195° | 18' | 7.80 | feet along the same to a found ½ inch pipe; thence, |
| 4. | 306° | 50' | 367.40 | feet along the land owned by Waikapu Properties, LLC to a found ½ inch pipe; thence, |
| 5. | 346° | 56' 30" | 28.40 | feet along the same to a found ½ inch pipe; thence, |
| 6. | 286° | 30' | 21.10 | feet along the same to a found ½ inch pipe; thence, |
| 7. | 221° | 50' | 75.90 | feet along the same to a found ½ inch pipe; thence, |
| 8. | 313° | 26' | 40.10 | feet along the same to a set ½ inch pipe; thence, |
| 9. | 42° | 30' | 81.90 | feet along the same to a found ½ inch pipe; thence, |
| 10. | 46° | 10' | 47.92 | feet along the same passing over a found ½ inch pipe at 37.92 to a set ½ inch pipe; thence, |

11. 126° 50' 402.17 feet along the same to the point of beginning and containing an area of 0.72 acre, more or less.

TOGETHER WITH a perpetual, nonexclusive twenty foot (20') wide easement for access and utility purposes; as granted by Easement dated August 27, 2003, recorded as Document No. 2003-268499, more particularly described therein; and subject to the terms and provisions contained therein.

Being the same premises conveyed to Grantor herein by Special Warranty Deed dated September 24, 2003, recorded in said Bureau of Conveyances as Document No. 2003-268504.

TOGETHER WITH a 12-foot wide perpetual, nonexclusive easement for access and utility purposes over and across Tax Map Key (2) 3-6-005-068, as granted by Easement dated May 11, 2005, recorded as Document No. 2005-101955, more particularly described therein; and subject to the terms and provisions contained therein.

TOGETHER WITH a 12-foot wide perpetual, nonexclusive easement for access purposes over and across Tax Map Key (2) 3-6-007-002, as granted by Easement dated June 17, 2005, recorded as Document No. 2005-135129, more particularly described therein; and subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. The terms and provisions contained in Deed dated February 8, 1939, recorded in said Bureau of Conveyances in Liber 1488, Page 37.

The foregoing includes, but is not limited to, matters relating to water reservation.

3. The terms and provisions contained in Special Warranty Deed dated September 24, 2003, recorded in said Bureau of Conveyances as Document No. 2003-268504.

The foregoing includes, but is not limited to, matters relating to water reservation.

4. Any claim or boundary dispute which may exist or arise by reason of the failure of the Easement dated August 27, 2003, recorded as Document No. 2003-268499, referred to hereinabove to locate with certainty the boundaries of the twenty foot (20') wide easement described in said instrument.

5. Any claim or boundary dispute which may exist or arise by reason of the failure of the Easement dated May 11, 2005, recorded as Document No. 2005-101955, referred to hereinabove to locate with certainty the boundaries of the 12-foot wide easement described in said instrument.

6. Any claim or boundary dispute which may exist or arise by reason of the failure of the Easement dated June 17, 2005, recorded as Document No. 2005-135129 referred to hereinabove to locate with certainty the boundaries of the 12-foot wide easement described in said instrument.



R-372

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 05, 2003 08:01 AM

Doc No(s) 2003-268504



20 6/15 Z2

/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$70.00

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL () PICK-UP ()

WAIKAPU FARMS LLC
101 B KUAA BEACH PLACE
PAIA, HAWAII 96779

ITC 229636

Escrow # 229636

Total No. of Pages 10

TMK No(s): (2) 3-6-06-36

SPECIAL WARRANTY DEED**KNOW ALL BY THESE PRESENTS:**

That HAWAII LAND & FARMING COMPANY, INC., a Delaware corporation, whose address is at 745 Fort Street, Suite, Topa Financial Center, Fort Street Tower, Honolulu, Hawaii 96813 ("Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it paid by WAIKAPU FARMS, LLC., 101 Kuau Beach Place #8, Paia, Hawaii 96779 ("Grantee"), the receipt of which is hereby acknowledged, does by these presents hereby grant, bargain, sell and convey unto Grantee, as tenants by the entirety, absolutely and in fee simple, all of that certain real property more particularly described in Exhibit "1" attached hereto and incorporated herein by reference (the "Property").

AND the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee as aforesaid, absolutely and forever.

TOGETHER with those certain easements, if any, described in said Exhibit "1", and with the rights of access, if any, described in said Exhibit "1".

EXHIBIT "2"

SUBJECT, HOWEVER, to the encumbrances, easements, conditions and restrictions contained herein and in said Exhibit "1" attached hereto and incorporated herein by reference.

SUBJECT FURTHER, HOWEVER, to the Hawaii Right to Farm Act, Hawaii Revised Statutes Chapter 165, as amended, which limits the circumstances under which pre-existing farming activities may be deemed a nuisance.

EXCEPTING AND RESERVING in favor of Grantor and its successors and assigns the following all water and water rights within or appurtenant to the Property; provided, however, that in the exercise of said rights, Grantor and its successors and assigns shall not have the right to drill for water or otherwise disturb the surface of the land or any improvements thereon.

SUBJECT TO, AND EXCEPTING AND RESERVING, as appurtenant to the lands which are located adjacent to or in the vicinity of the Property in agricultural operation (the "Agricultural Properties"), the unrestricted right to engage in any type of farming operation, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides or herbicides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause the transmission, discharge, or emission of surface water runoff, noise, smoke, dust, light, heat, vapors, odors, chemicals, vibrations or other nuisances over or upon the Property. Grantee hereby accepts the foregoing conditions and any inconvenience, irritation or annoyance which Grantee may experience as a result of the presence and operation of the Agricultural Properties in the vicinity of the Property, and Grantee does hereby assume, on Grantee's own behalf and on behalf of Grantee's tenants, lessees, families, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property, any and all risk of impairment of the use and enjoyment of the Property, loss of market value of the Property, or any damage to property or personal injury or illness arising from the presence and operation of the Agricultural Properties. Grantee hereby further understands and acknowledges that neither Grantor, the owners of the Agricultural Properties, nor any of their related entities, affiliates, successors-in-title or assigns, may be held liable for any impairment of the use and enjoyment of the Property, loss of market value of the Property, or any damage to property or personal injury or illness arising from the presence and operation of the Agricultural Properties.

And Grantor does hereby covenant with Grantee that Grantor has good right to convey the Property, that the interest of Grantor is free and clear from all encumbrances made by, through or under Grantor, except as herein mentioned and as set forth in said Exhibit "1", and except for current real property taxes, if any, which are to be prorated as of the date of recording of this instrument, and that Grantor will warrant and defend the same unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, except as aforesaid.

AND Grantee acknowledges and agrees that the Property is being conveyed to Grantee in "AS IS" condition at the time of recording this instrument, that Grantor is expressly disclaiming any expressed or implied warranties of any kind with respect to the physical condition of the Property or its legal status, whether readily visible or not, including but not limited to its suitability for development or Grantee's intended use; its status under applicable zoning, land use or subdivision laws, rules and regulations; any present or past violations of any conditions or requirements which may be imposed by any governmental agency in connection with any existing or proposed use or development; the availability, adequacy or quality of water, sewer, electricity, telecommunications or other utility services; the condition, compaction or moisture content of soils and their suitability for construction or development; drainage or groundwater conditions; real property tax status; the possible assessment of rollback taxes; the presence of any buried human remains or archaeological features; environmental contamination on or under the land or in the surface or ground water; any violations of federal, state or local environmental laws; flood or tsunami risks; any matters which a current survey would reveal such as the location of boundaries of the Property, area of land within the Property, or the existence of any encroachments; other circumstances of any kind which may have an impact on the value of the Property or Grantee's use or development of it.

AND Grantee further acknowledges and agrees that the Property has no recorded access to a public roadway and that Grantor shall not be liable to Grantee for any damage suffered by Grantee resulting therefrom nor shall Grantor be responsible for providing access from the Property to a public highway.


All covenants herein are covenants running with the land hereby conveyed and shall be binding upon and shall inure to the benefit of the respective heirs, personal and legal representatives, successors, successors in trust and assigns of the parties hereto, according to the context thereof. The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, successors in trust, heirs, legal representatives and permitted assigns, according to the context thereof, and that if these presents shall be signed by two (2) or more Grantors or Grantees, all covenants of such parties shall be and for all purposes deemed to be joint and several.

This instrument may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

-- THE NEXT PAGE IS THE SIGNATURE PAGE --

24th day of September, 2003.
IN WITNESS WHEREOF, the parties hereto have executed these presents on the

HAWAII LAND & FARMING COMPANY,
INC., a Delaware corporation

By 
STANFORD S. CARR
President

Grantor

WAIKAPU FARMS, LLC

By _____
PHILIP K. BINNEY
Its Manager

By _____
DAVID E. MOORE
Its Member

Grantee

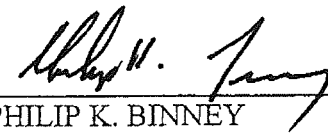
IN WITNESS WHEREOF, the parties hereto have executed these presents on the
_____ day of _____, 200__.

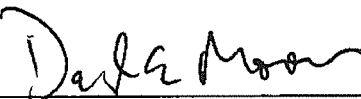
HAWAII LAND & FARMING COMPANY,
INC., a Delaware corporation

By 
STANFORD S. CARR
President

Grantor

WAIKAPU FARMS, LLC

By 
PHILIP K. BINNEY
Its Manager

By 
DAVID E. MOORE
Its Member

Grantee

STATE OF HAWAII

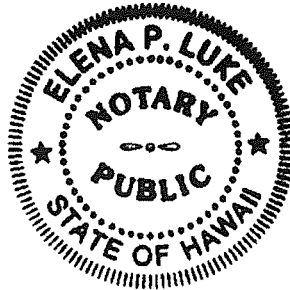
)

) ss.

CITY AND COUNTY OF HONOLULU

)

On this 24th day of September, 2003, before me personally appeared STANFORD S. CARR, to me personally known, who, being by me duly sworn, did say that he is the President of HAWAII LAND & FARMING COMPANY, INC. a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.



A handwritten signature of Elena P. Luke in black ink, written over a horizontal line.

Notary Public, State of Hawaii

Print Name: **Elena P. Luke**

My commission expires:

March 12, 2007

STATE OF HAWAII

)

COUNTY OF MAUI

)

)

On this 10th day of November 2003 before me personally appeared PHILIP K. BINNEY and DAVID E. MOORE, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, has been duly authorized to execute such instrument in such capacity.

CANCELLED

Print or Type Name

Carolyn Sheong

Signature

Notary Public, State of Hawaii

My commission expires: 10/3/04

L.S.

EXHIBIT "1"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1704 to Opunui, Royal Patent Number 3150, Land Commission Award Number 5551, Apana 2 to Kekua (also known as Keakua), Royal Patent Number 3124, Land Commission Award Number 2609, Apanas 1 and 5 to Poepoe, Royal Patent Number 4014, Land Commission Award Number 5774, Apana 2 to Kaai, and Royal Patent Grant Number 1844, Apana 1 to Joseph Sylva) situate, lying and being at Waikapu, Island and County of Maui, State of Hawaii, and thus bounded and described:

Beginning at the westerly corner of this lot, on the easterly side of road, the coordinates of which point of beginning are 10,043.21 feet south, 4,720.51 feet west, referred to Government Survey Triangulation Station "LUKE" and running:

- | | | | | |
|----|----------|-----|--------|---|
| 1. | 186° 14' | | 48.80 | feet along easterly side of said road; |
| 2. | 190° 34' | | 21.75 | feet along same; |
| 3. | 195° 18' | | 7.80 | feet along same, to a 3/4 inch pipe; |
| 4. | 306° 50' | | 367.40 | feet along lot to be deeded to Sadayo Aoyama, to a 3/4 inch pipe; |
| 5. | 346° 56' | 30" | 28.40 | feet along L. C. Aw. 3224 Apana 5 to Opunui, to a 3/4 inch pipe; |
| 6. | 286° 30' | | 21.10 | feet along same, to a 3/4 inch pipe; |
| 7. | 221° 50' | | 75.90 | feet along same; |
| 8. | 313° 26' | | 40.10 | feet along the remaining portion of said L. C. Aw. 5774, Apana 2, to a 3/4 inch pipe; |

9.	42° 30'	81.90	feet along same, to a (+) cross on rock;
10.	46° 10'	37.92	feet along same, to a 3/4 inch pipe;
11.	126° 50'	402.17	feet along lot to be deeded to Minoru Tanaka, to the point of beginning and containing an area of 0.72 acre, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : ALFRED HUDCOVIC and DOLORES G. HUDCOVIC,
husband and wife

GRANTEE : HAWAIIANA INVESTMENT CO., INC., a Hawaii
corporation (predecessor by merger into and with C. Brewer
Homes, Inc., now known as Hawaii Land & Farming Company, Inc.)

DATED : January 23, 1983
RECORDED : Liber 18405 Page 526

TOGETHER WITH AND SUBJECT TO the terms and provisions contained
in that certain Easement between Wailuku Agribusiness Co.,
Inc., as grantor, and Grantor, as grantee, dated August 21, 2003
and recorded in the Bureau of Conveyances of the State of
Hawaii as Document No. 2003-_____.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral
and metallic mines.

2. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : February 8, 1939
RECORDED : Liber 1488 Page 37

The foregoing includes, but is not limited to, matters relating
to water reservation.

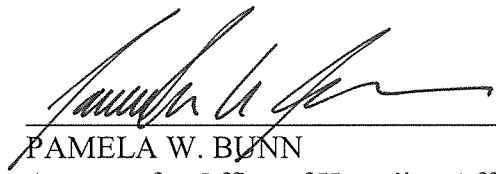
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
4. The land has no recorded access to a public roadway.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date I caused a true and correct copy of the
Objection to an Appurtenant Rights Claim to be served on the following Applicant by U.S. mail,
postage prepaid (as indicated below) to its respective address:

Waikapu Properties, LLC
P.O. Box 1870
Manteca, CA 95336

DATED: Honolulu, Hawai'i, September 19, 2012.



PAMELA W. BUNN
Attorney for Office of Hawaiian Affairs